

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 64	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>N00164-10-R-JQ23</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>JONATHAN DICKINSON</b>		b. TELEPHONE NUMBER (No Collect Calls) <b>812-854-5417</b>		6. SOLICITATION ISSUE DATE <b>19-Feb-2010</b>	
9. ISSUED BY NAVAL SURFACE WARFARE CENTER CRANE DIV (b)(6) BLDG 3291 CODE 0565 300 HIGHWAY 361 CRANE IN 47522-5001  TEL: 812-854-5417 FAX: 812-854-5066		CODE <b>N00164</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING <b>DO-A7</b> 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NAVAL SURFACE WARFARE CENTER CRANE DIV (b)(6) BLDG 3291 CODE JXQR 300 HIGHWAY 361 CRANE IN 47522-5001 TEL: FAX:		CODE <b>N00164</b>		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
TEL. FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 64	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

## Section 1.0 - Schedule/Inspection &amp; Acceptance/Delivery

NOTE(S)

Note 1: CLIN 0001 through 0004 has a combined total minimum quantity 13 and maximum quantity of 8,500.

Note 2: CLIN 0005 through 0006 has a combined total minimum quantity 10 and a maximum quantity of 11,000.

Note 3: CLIN 0007 through 0010 has a combined total dollar amount not to exceed of \$500,000.

Note 4. Attachment 1 (Contract Data Requirements List's (CDRL) A001 through A007)

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Dayscope 2.5-10x24 mm  In accordance with the performance specification (PS), herein.  See below for the different options available for the 2.5-10x24 mm dayscope. Each option will be determined in each delivery order CLIN description.  FOB: Destination FFP	*See note on page 3.	Each	See Price Matrix Below.	TBD

PS Paragraph	Options Available
3.6 Adjustment Increment milliradian (Mil) (Adjustment increments on E/W shall be tactile)	(a) 0.25 MOA E/W (b) 0.5 MOA E/W (c) 1.0 MOA E/0.5 MOA W (d) 0.1 Mil E/W
3.9 Ballistic Caps	(a) 5.56 (b) 7.62 (c) M118LR and AB39 (d) A191 (e) .50 caliber
3.17 Glass Etched Reticles	(a) Milliradian Line (b) Hollow Mil Dot

QTY Range	Year 1	Year 2	Year 3	Year 4	Year 5
1 - 49					
50 - 99					
100 - 199					
200 - 499					
500 - 999					
1000 - 5000					

Note: Contractor shall provide quantity discount with proposal.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	<p>Dayscope 2.5-10x32 mm</p> <p>In accordance with the performance specification (PS), herein.</p> <p>See below for the different options available for the 2.5-10x32 mm dayscope. Each option will be determined in each delivery order CLIN description.</p> <p>FOB: Destination FFP</p>	*See note on page 3.	Each	See Price Matrix Below.	TBD

PS Paragraph	Options Available
3.6 Adjustment Increment milliradian (Mil) (Adjustment increments on E/W shall be tactile)	(a) 0.25 MOA E/W (b) 0.5 MOA E/W (c) 1.0 MOA E/0.5 MOA W (d) 0.1 Mil E/W
3.9 Ballistic Caps	(a) 5.56 (b) 7.62 (c) M118LR and AB39 (d) A191 (e) .50 caliber
3.17 Glass Etched Reticles	(a) Milliradian Line (b) Hollow Mil Dot

QTY Range	Year 1	Year 2	Year 3	Year 4	Year 5
1 - 49					
50 - 99					
100 - 199					
200 - 499					
500 - 999					
1000 - 5000					

Note: Contractor shall provide quantity discount with proposal.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	Dayscope 3.5-15x50 mm (1 <sup>st</sup> Focal Plane)	*See note on page 3.	Each	See Price Matrix Below.	TBD

In accordance with the performance specification (PS), herein.

See below for the different options available for the 3.5-15x50 mm dayscope. Each option will be determined in each delivery order CLIN description.

FOB: Destination  
FFP

PS Paragraph	Options Available
3.6 Adjustment Increment milliradian (Mil) (Adjustment increments on E/W shall be tactile)	(a) 0.25 MOA E/W (b) 0.5 MOA E/W (c) 1.0 MOA E/0.5 MOA W (d) 0.1 Mil E/W
3.9 Ballistic Caps	(a) 5.56 (b) 7.62 (c) M118LR and AB39 (d) A191 (e) .50 caliber
3.17 Glass Etched Reticles	(a) Hollow Mil Dot (b) Milliradian Line (c) Graduated grid (d) Ballistic

QTY Range	Year 1	Year 2	Year 3	Year 4	Year 5
1 - 49					
50 - 99					
100 - 199					
200 - 499					
500 - 999					
1000 - 5000					

Note: Contractor shall provide quantity discount with proposal.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0004	Dayscope 3.5-15x50 mm (2 <sup>nd</sup> Focal Plane)	*See note on page 3.	Each	See Price Matrix Below.	TBD

In accordance with the performance specification (PS), herein.

See below for the different options available for the 3.5-15x50 mm dayscope. Each option will be determined in each delivery order CLIN description.

FOB: Destination  
FFP

PS Paragraph	Options Available
3.6 Adjustment Increment milliradian (Mil) (Adjustment increments on E/W shall be tactile)	(a) 0.25 MOA E/W (b) 0.5 MOA E/W (c) 1.0 MOA E/0.5 MOA W (d) 0.1 Mil E/W
3.9 Ballistic Caps	(a) 5.56 (b) 7.62 (c) M118LR and AB39 (d) A191 (e) .50 caliber
3.17 Glass Etched Reticles	(a) Hollow Mil Dot (b) Milliradian Line (c) Graduated grid (d) Ballistic

QTY Range	Year 1	Year 2	Year 3	Year 4	Year 5
1 - 49					
50 - 99					
100 - 199					
200 - 499					
500 - 999					
1000 - 5000					

Note: Contractor shall provide quantity discount with proposal.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0005	<p>Dayscope 5.5-22x56 mm</p> <p>In accordance with the performance specification (PS), herein.</p> <p>See below for the different options available for the 5.5-22x56 mm dayscope. Each option will be determined in each delivery order CLIN description.</p> <p>FOB: Destination FFP</p>	*See note on page 3.	Each	See Price Matrix Below.	TBD

PS Paragraph	Options Available
3.6 Adjustment Increment milliradian (Mil) (Adjustment increments on E/W shall be tactile)	(a) 0.25 MOA E/W (b) 0.5 MOA E/W (c) 1.0 MOA E/0.5 MOA W (d) 0.1 Mil E/W
3.9 Ballistic Caps	(a) 5.56 (b) 7.62 (c) M118LR and AB39 (d) A191 (e) .50 caliber
3.17 Glass Etched Reticles	(a) Milliradian Line (b) Hollow Mil Dot

QTY Range	Year 1	Year 2	Year 3	Year 4	Year 5
1 - 49					
50 - 99					
100 - 199					
200 - 499					
500 - 999					
1000 - 5000					

Note: Contractor shall provide quantity discount with proposal.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0006	Dayscope Mounting Ringset  In accordance with the performance specification, herein.  FOB: Destination FFP	*See note on page 3.	Each	See Price Matrix Below.	TBD

QTY Range	Year 1	Year 2	Year 3	Year 4	Year 5
1 - 49					
50 - 99					
100 - 199					
200 - 499					
500 - 999					
1000 - 5000					

Note: Contractor shall provide quantity discount with proposal.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0007	Dayscope Unimount with a 20 MOA incline.  In accordance with the performance specification, herein.  FOB: Destination FFP	*See note on page 3.	Each	See Price Matrix Below.	TBD

QTY Range	Year 1	Year 2	Year 3	Year 4	Year 5
1 - 49					
50 - 99					
100 - 199					
200 - 499					
500 - 999					
1000 - 5000					

Note: Contractor shall provide quantity discount with proposal.



<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0008	Test, Teardown, and Evaluation (TT&E)  In accordance with the Statement of Work, herein.  FOB: Destination FFP	TBD	Each	TBD	*See note on page 3.

Scope	Year 1	Year 2	Year 3	Year 4	Year 5
2.5-10x24mm					
2.5-10x32mm					
3.5-15x50mm					
5.5-22x56mm					

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0009	Minor Repair  In accordance with the Statement of Work, herein.  FOB: Destination FFP	TBD	Each	TBD	*See note on page 3.

Scope	Year 1	Year 2	Year 3	Year 4	Year 5
2.5-10x24mm					
2.5-10x32mm					
3.5-15x50mm					
5.5-22x56mm					

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0010	Major Repair In accordance with the Statement of Work, herein.	TBD	Each	TBD	*See note on page 3.

FOB: Destination  
FFP

Scope	Year 1	Year 2	Year 3	Year 4	Year 5
2.5-10x24mm					
2.5-10x32mm					
3.5-15x50mm					
5.5-22x56mm					

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0011	Provision Item Order (PIO)  In accordance with the Statement of Work herein.	TBD	Lot	TBD	NTE \$50,000

FOB: Destination  
FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0012	Data IAW CDRL's DD1423.	1	Lot	NSP	

FOB: Destination  
FFP

## CLAUSES INCORPORATED BY FULL TEXT

## CNIN-B-0007

It is requested that technical questions concerning this procurement be submitted, in writing, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EDT on the seventh calendar day preceding the closing date shown on page 1 addressed as follows:

CONTRACTING OFFICER BLDG 3291CODE CXMM(ZC)  
 NAVSURFWARCENDIV  
 300 HIGHWAY 361  
 CRANE IN 47522-5000  
 or E-mail questions to (b)(6)

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	IAW DD 1423's			

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001 - 0007	30 each 60 days from the effective date of the subject order and 30 each every 30 days thereafter until order is completed.	TBD	NAVAL SURFACE WARFARE CENTER CRANE DIV (b)(6) or (b)(6) BLDG 3291 CODE JXQR 300 HIGHWAY 361 CRANE IN 47522-5001 FOB: Destination	N00164
0008	The contractor shall provide the Non-warranty failure analysis within 5 business days after receipt of failed dayscope in accordance with the SOW.	TBD	Same as above, CLIN 0001. FOB: Destination	N00164
0009 - 0010	The contractor shall provide a repair turnaround not to exceed 30 business days after date of the delivery order or delivery order modification authorizing the repair. In accordance with SOW.	TBD	Same as above, CLIN 0001. FOB: Destination	N00164
0011	IAW Statement of work.	TBD	Same as above, CLIN 0001. FOB: Destination	N00164
0012	As specified in DD1423's.		As specified in DD1423's.	N00164

Note: The Contractor is authorized to deliver the ordered units before the subject delivery date(s) at no additional cost to the Government.

## STATEMENT OF WORK

### STATEMENT OF WORK (SOW) Support of the Family of Dayscopes

1.0 SCOPE. This Statement of Work (SOW) sets forth the requirements for the procurement of the sustainment of the family of Dayscope production, provision item order (PIO), repairs, and engineering/upgrades. The Family of Dayscopes consists of several configurations that are required for use on existing and future sniper rifles. The configurations are tailored to the Sniper's training regimen, the weapon system effective range, as well as the weapon system caliber. The result is a requirement for a Family of Dayscopes with a similar build, operation, function, clarity, precision, durability, and reliability.

1.1 Background. The Family of Dayscopes may be used around the world in extreme conditions including underwater, surf-zone, desert, arctic, jungle, and urban environments. Weapons and aiming accessories are subjected to extremely high usage rates and stresses.

2.0 APPLICABLE DOCUMENTS. The following documents form a part of this SOW to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of this SOW, the SOW shall be considered a superseding requirement.

### 2.1 Performance Specification.

PS/09/JXQR/075                      Performance Specification, for The Family of Dayscopes dated 29 Jan 2010

### 2.2 Military Handbooks.

ANSI/ASQ/ISO Q9001-2008              Quality Management Systems – Requirements

### 2.3 Other Specifications and Standards.

ANSI/EIA-649                              National Consensus Standards for Configuration Management, Aug 1998

3.0 **REQUIREMENTS.** The contractor shall meet the requirements contained in this SOW for the production, repair and upgrade of Dayscopes in accordance with Table 1 and the Performance Specification (PS/09/JXQR/075) referenced in paragraph 2.1.

Table 1. Family of Dayscopes Configurations

Configuration 1	a 2.5-10x compact required for use on the 5.56mm caliber rifles (Mk12, Mk16 (SCAR-Light), Mk17 (SCAR-H)) both 24mm and 32mm
Configuration 2	a 3.5-15x50mm required for use on 7.62mm caliber rifles (Mk11 and Mk17 (SCAR-Heavy)) both 1 <sup>st</sup> and 2 <sup>nd</sup> focal plane
Configuration 3	a 5.5-22x56mm required for use on Mk13 (.300 WinMag) and Mk15/M107 (.50 caliber rifles)

3.1 **Serial Number Reporting.** The Contractor shall provide as an attachment to each invoice a typed legible list of serial numbers for each delivered Dayscope end item as an attachment, to the invoice submitted in the Wide Area Workflow (WAWF).

3.2 **Data Rights.** The Government shall be granted Government purpose data rights to all Data produced for this contract.

### 3.3 **QUALITY**

3.3.1 **Quality Program.** The Contractor shall have a quality system that ensures conformance to contractual requirements and meets the requirements of ANSI/ASQ/ISO Q9001-2008 Quality Management Systems – Requirements, or an equivalent quality system model.

3.3.2 **Quality Conformance Inspections and Acceptance Tests.** The Contractor shall ensure each production, repair, and upgrade meets the requirements of the contractor's current Production Baseline for each type of Dayscope. The Contractor shall make available at the Government's request all acceptance test results for each Dayscope provided to the Government (CDRL A001).

3.4 **Repair.** NSW Crane may provide failed Dayscopes for analysis and repair as Government Furnished Property (GFP). The contractor shall repair non-warranty Dayscopes to a Ready for Issue (RFI) serviceable operating condition in accordance with Contractor's Product Baseline. The contractor shall classify non-warranty repairs as minor or major.

3.4.1 **Minor Repairs.** A minor repair is considered to be a reticle change or turret change.

3.4.2 **Major Repairs.** A major repair is considered to be an eyepiece replacement, immersion failure, objective lens replacement, erector tube replacement, and focus mechanism replacement.

- 3.4.3 Beyond Economic Repair. Beyond economic repair is defined as any repair that costs greater than 65% of the then current Dayscope price.
- 3.4.4 Warranty Repairs. All assets returned under the warranty provisions of this contract shall be subject to failure analysis by the contractor at the contractor's expense. All assets returned under warranty shall be tested in accordance with the same tests used for acceptance. The contractor shall complete all warranty repairs and have the Dayscope tested and shipped within 30 days after receipt at the contractor's facility.
- 3.4.5 Failure Summary. Concurrent with the submission of the invoice in Wide Area Work Flow (WAWF), the Contractor shall submit a detailed repair report for each upgrade and repair describing the failure(s) and the actions taken by the Contractor to correct the failure(s).
- 3.5 Repair Authorization Process.
- 3.5.1 Failure Analysis. NSWC Crane will provide failed Dayscopes for analysis and repair as Government Furnished Property (GFP). The Contractor shall perform failure analysis and submit a failure analysis report (which will include an estimate to repair) within five business days after receipt of failed Dayscope in accordance with CDRL A002
- 3.5.2 Repair Authorization. If the Government determines to proceed with the repair the contracting officer will notify the contractor in writing with a delivery order to authorize the repair or to scrap in place.
- 3.6 Repair Turnaround Time. The Contractor shall ship a ready for issue (RFI) serviceable operating condition Dayscope within 30 business days after date of the delivery order or delivery order modification for both minor and major repairs.
- 3.7 Upgrades. NSWC Crane will provide the Dayscopes as GFP for upgrade. The Contractor shall upgrade the Government owned Dayscopes in accordance with the current Product Baseline, if required by an individual delivery order.
- 3.8 Engineering and Technical Services. If requested by issuance of a delivery order, the Contractor shall provide Engineering and Technical Services for upgrades, new reticle designs, new ballistic caps, evolutionary development, and other design changes.
- 3.9 Supply Support.
- 3.9.1 Provision Item Order (PIO). The Contractor shall employ the concept of concurrent release of spare part orders with identical parts as installments on the production unit. The Contractor shall provide a PIO of all the parts that identifies the Dayscope, which can be removed and replaced at the O-Level IAW CDRL A003. The PIO shall be delivered in a top-down breakdown format of the Dayscope and shall include repairable, replacement parts (consumables) and long lead time items. Each item on the PIO shall be priced and available for ordering. The PPL shall contain the part number, nomenclature, CAGE, Quantity, and unit price.
- 3.10 Configuration Management (CM). The Contractor shall have an established, Government verifiable, CM Program with control systems in place for the contract life. The Contractor's CM program shall be in accordance with the ANSI/EIA-649 or equivalent. The Production Baseline (PBL) shall be established at the time of contract award, which may include minor modifications recommended by the government during user negotiations based on user evaluation testing of product sample hardware. The PBL shall support interchangeability and interoperability to the replaceable part level. All baselines shall be documented in the Contractor's configuration status accounting database. The Contractor shall provide a top-level system drawing for each Dayscope configuration to establish Nomenclature and National Stock Number (NSN) assignment. These drawings shall be submitted as required, whenever a configuration change causes change or revision to

these drawings for Government approval. The latest revision of drawings shall be submitted to the Government throughout the life of the contract. Each Dayscope configuration will have a unique NSN. (CDRL A004)

- 3.10.1 Configuration Identification (CI). The Functional Baseline and Product Baseline shall identify the hardware configuration of each Dayscope configuration. The Functional Baseline is defined by the Dayscope specification. The Engineering Drawings, Associated Parts List, and Engineering and Logistics Life Cycle Documentation define the PBL.
- 3.10.2 Configuration Control (CC). The hardware PBL shall be controlled by Form, Fit, Function, Interchangeability and Interoperability in consonance with the Government Maintenance Concept of Organizational (O) to Contractor Logistics Support (CLS). The Contractor shall submit for Government approval, all proposed changes that impact the Form, Fit, Function, Interchangeability or Interoperability of the current system configuration in accordance with the CDRL A005, A006, and A007.
- 3.10.3 Engineering Change Proposal (ECP). The Contractor shall prepare an Engineering Change Proposal (ECP), in accordance with the ANSI/EIA-649, for any changes to the approved Functional Baseline and/or Product Baseline. Class I and/or Class II ECP definitions shall be interpreted as defined in ANSI/EIA-649. Class I ECPs shall require at a minimum a Revision or Part Number change to the Dayscope configuration is dependent upon system impact to form, fit, function or cost. The Government shall dictate to the Contractor whether a Part Number or Revision to the Dayscope configuration is required for Class I ECPs. Any requests for Deviations and Notice of Revision (NOR) shall be submitted through the Contracting Officer for Government review and approval. Drawing updates for Revisions and/or Part Number changes shall be completed at the Contractor's expense to include all technical documentation required by the Government. The Contractor shall provide ECPs via electronic mail and hard copy for Government review and approval. (CDRL A005, A006, A007)
- 3.10.4 Non-Class I Changes. Class II changes are considered not to affect form, fit, or function (i.e., parts substitution, changes not impacting contract/delivery schedule, or cost, etc.). The Government review of Class II changes during production will consist of a technical evaluation of the change and of material substitutions to support concurrence in classification recommendations. The Contractor shall obtain Government concurrence prior to or concurrent with the release of the Class II changes. The contractor assumes total risk for implementation of changes prior to notification of Government concurrence. (CDRL A005)
- 3.10.5 Configuration Status Accounting (CSA). The Contractor shall maintain a CSA database that incorporates all baselines, ECPs, deviations and Notice of Revision for the Dayscopes. The Government reserves the right to review the Contractor CSA database upon Government request.
- 3.11 Packaging, Handling, Storage, and Transportation. The Contractor shall ensure that when the Dayscope is packaged, it is capable of being transported on standard transportation system, commercial or military. The Contractor shall also ensure when the Dayscope is in its shipping container, it shall withstand, without physical damage or degradation of performance, transportation modes of commercial air, truck, and all types of Army/Navy cargo or combat vehicles as well as Naval Fast Boats and Submersible Diving Vehicles (SDVs).

#### 4.0 CONTRACT DATA ITEM DELIVERABLES.

Exhibit "A" - Contract Data Requirements List (CDRL) for the following:

CDRL #	SOW Paragraph	Item Description
A001	3.3.2	Quality Acceptance Test Report
A002	3.5.1	Failure Analysis Report
A003	3.9.1	Proposed Spare Parts List
A004	3.10.	Commercial Drawings and Associated Lists
A005	3.10.2/3.10.3/3.10.4	Engineering Change Proposal
A006	3.10.2/3.10.3	Request for Deviation
A007	3.10.2/3.10.3	Notice of Revision

PS/09/JXQR/075

## Performance Specification for the Family of Dayscopes

1.0 SCOPE. The Family of Dayscopes consists of several configurations that are required for use on existing and future sniper rifles. The configurations are tailored to the Sniper's training regimen, the weapon system effective range, as well as the weapon system caliber. The result is a requirement for a Family of Dayscopes with a similar build, operation, function, clarity, precision, durability, and reliability.

1.1 Background. The Family of Dayscopes may be used around the world in extreme conditions including underwater, surf-zone, desert, arctic, jungle, and urban environments. Weapons and aiming accessories are subjected to extremely high usage rates and stresses.

## 2.0 APPLICABLE DOCUMENTS.

MIL-STD-1913, Notice 1      Dimensioning of Accessory Mounting Rail for Small Arms Weapons dtd 10 Jun 1999

MIL-STD-130N      Identification Marking of U.S. Military Property 17 Dec 2007

3.0 REQUIREMENTS. Performance parameters and features in this specification are assigned numerical or verbal values. In some instances, assigned or Objective (O) requirements that exceed the minimum requirements of this specification are listed in conjunction with the minimum or Threshold (T) requirements. In these instances, the threshold and objective parameters will be annotated as such. In the event no (T) or (O) value is assigned, the implied value will be a (T) parameter

3.1 Configurations. There are three basic dayscope configurations that shall be required to be used for various weapons systems as shown in the Table 1.

Table 1. Dayscope Configurations

Configuration 1	a 2.5-10x required for use on the 5.56mm caliber rifles (Mk12, Mk16 (SCAR-Light), Mk17 (SCAR-H)) for both 24mm and 32mm
Configuration 2	a 3.5-15x50mm required for use on 7.62mm caliber rifles (Mk11 and Mk17 (SCAR-Heavy)) both 1 <sup>st</sup> and 2 <sup>nd</sup> focal plane
Configuration 3	a 5.5-22x56mm required for use on Mk13 (.300 WinMag) and Mk15/M107 (.50 caliber rifles)

3.2 Major Components. Each dayscope shall include the following major components:

- a) Dayscope
- b) Lens covers
- c) Reticle



- d) Elevation/Ballistic Cap
- e) Operator's Manual
- f) Reticle Battery

### 3.3 Weight.

- 3.3.1 Configuration 1 shall be less than or equal to 1.2 pounds (T), less than 1 pound (O)
- 3.3.2 Configuration 2 shall be less than or equal to 2.0 pounds (T), less than 1.5 pounds (O)
- 3.3.3 Configuration 3 shall be less than or equal to 2.0 pounds (T), less than 1.5 pounds (O)

### 3.4 Size.

- 3.4.1 Configuration 1 shall be less than or equal to 12" (T), 10" (O) in length
- 3.4.2 Configuration 2 shall be less than or equal to 15" (T), 14.75" (O) in length
- 3.4.3 Configuration 3 shall be less than or equal to 15.5" (T), 15.25" (O) in length

### 3.5 Adjustment Range. For all configurations, at least 90 Minutes of Angle (MOA) in Elevation and at least 60 MOA in Windage adjustment shall be required.

### 3.6 Adjustment Increments. Each Dayscope configuration shall have adjustment increments of 0.25 MOA Elevation (E)/Windage (W), 0.5 MOA E/W, 1.0 MOA E/0.5 MOA W, or 0.1 milliradian (Mil) E/W. Adjustment increments on both E/W shall be tactile.

### 3.7 Adjustment Accuracy.

- 3.7.1 For Configuration 1, a 2% adjustment accuracy shall be required across the full travel in windage and elevation.
- 3.7.2 For Configurations 2-3, a 1% adjustment accuracy shall be required across the full travel in windage and elevation.

### 3.8 Adjustable Zero Stop. All Configurations shall be capable of having an adjustable zero stop on the Elevation turret.

### 3.9 Elevation/Ballistic Cap. For all Dayscope configurations, several ballistic caps shall be required for various ammunition types and various weapons: 5.56mm, 7.62mm (M118LR and AB39), A191, AB43, and .50 caliber ammunition types.

### 3.10 Windage Limiter. A windage limiter shall be required on Configuration 1 to provide a half turn in either direction.

### 3.11 Field of View. A field of view in the ranges of the following shall be required for each configuration. Both numbers in the range are minimums.

- 3.11.1 Configuration 1 a field of view from 2-8 degrees (T), 2.5-9 degrees (O)
- 3.11.2 Configuration 2 a field of view from 1.4-5 degrees (T), 1.75-5.25 degrees (O)
- 3.11.3 Configuration 3 a field of view from 0.9-3 degrees (T), 1-3.25 degrees (O)

### 3.12 Eye Relief (minimum). All Dayscope configurations shall have an eye relief of at least 3.1 inches (T), 3.7 inches (O).

### 3.13 Exit Pupil (minimum). All Dayscope configurations, exit pupil range shall be no less than 2mm to no more than 14mm.

### 3.14 Resolution (at least). For each configuration, the resolution shall be:

- 3.14.1 Configuration 1, 9 arc-seconds or less
- 3.14.2 Configuration 2, 5 arc-seconds or less
- 3.14.3 Configuration 3, 3 arc-seconds or less

### 3.15 Focus/Parallax Adjustment.

3.15.1 Configuration 1 shall have a fixed focus.

3.15.2 Configurations 2-3 shall have a side mounted focus/parallax adjustment with combined illumination adjustment.

### 3.16 Focal Plane.

3.16.1 Configurations 1 and 3 shall be a 2nd focal plane dayscope.

3.16.2 Configuration 2 shall have a 1st and 2nd focal plane version.

### 3.17 Glass Etched Reticles. All Dayscope configurations shall offer a variety of glass etched reticles and shall be available to include in the dayscope: Hollow Mil Dot, Milliradian Line, A191 ballistic, M118LR ballistic, and graduated grid style reticles.

3.17.1 Hollow Mil Dot. The Hollow Mil Dot reticle shall be a cross hair reticle with hollow posts and a subtension of 1 milliradian (Mil) between Mil Dots. Each axis shall have 4 Mil Dots from the center cross hair to the hollow post. The inside edge of the hollow post to the center of the 4<sup>th</sup> Mil Dot on each axis shall subtend 1 Mil. The Hollow Mil Dots shall be 0.25 Mil in diameter with a center dot.

3.17.2 Milliradian Line. The Milliradian Line reticle shall be a cross hair reticle with hollow posts and a subtension of 1 Mil between Mil Lines center to center. Each axis shall have Mil Lines, a total of 4, from the center cross hair to the hollow post. Each Mil Line shall subtend 0.25 Mil. There shall also be 0.5 Mil subtension divisions subtending 0.125 Mil on each of the axes and 0.25 Mil divisions between the 4<sup>th</sup> Mil Line and the hollow posts on the right-most and top-most axes. The inside edge of the hollow post to the center of the 4<sup>th</sup> Mil Line on each axis shall subtend 1 Mil.

3.17.3 A191 ballistic and M118LR ballistic reticles. These ballistic reticles shall be designed to match the ballistics of the Department of Defense Identification Code DODIC A191 and M118LR ammunition (DODIC AA11). The upper 3 axes shall be of the Mil Line reticle design. The lower half shall have ballistic increments from at least 400-1500 yards with wind indicators of 5, 10, and 15 miles per hour. There shall also be quick ranging indicators to the right for each range for a man-sized target (head and shoulders).

3.17.4 Graduated grid style reticle. A graduated grid style reticle shall provide a method that supports the ability to use windage hold offs and elevation holds and holdovers accurately. The graduated grid style reticle shall include a cross hair and be designed with 1 Mil, 0.5 Mil, and 0.25 Mil graduations along all axes. The lower portion of the reticle shall have range increments optimized for 1500 meters/1640 yards. There shall also be coarse and fine methods to quickly range targets.

### 3.18 Reticle Illumination. Reticle illumination shall be accomplished using side mounted knobs.

3.18.1 Configuration 1 shall have at least 9 red visible intensity settings, 2 night vision goggle compatible settings, and an illumination off position.

3.18.2 Configurations 2-3 shall have red edge illuminated reticles that are adjustable in intensity.

### 3.19 Mounting Rings. All mounting rings shall be MIL-STD-1913 compatible, lightweight with 7075 T6 alloy and titanium jaws and bolts. Unimount dayscope rings shall have a 20 MOA taper. Various ring heights shall range from 1 to 1.5 inches.

### 3.20 Lens Accessories. All Dayscope configurations shall be delivered with detachable front and rear lens covers. The Dayscope shall feature non-reflective lens coatings or an anti-reflective filter attachment.

### 3.21 Surfaces. External surfaces (except for light transmitting elements) shall be finished in a flat neutral color that is non-reflective and corrosion resistant. All the exposed optics shall have corrosion and scratch resistant coatings, which permit operation in salt sprays and blowing sand. All markings, coatings, finishes, and

exposed o-rings shall be resistant to paints solvents, nuclear biological and chemical (NBC) contaminants, and DS-2HC (bleach).

3.22 Immersion. The dayscope shall be waterproof and pressure resistant down to 66 feet of seawater (29.4 psig) for 2 hours without a dive bag and shall remain operational and suffer no damage or degradation of performance.

3.23 Mobility. The dayscope shall survive and maintain zero from side impacts during most military methods of transportation/infiltration to include HMMWV, cargo aircraft, helicopters, static line and HALO/HAHO airborne operations, Fast Boats, and SDVs.

3.24 Workmanship. All optics shall be free of foreign matter such as dirt, fingerprints, dust, loose material, and moisture. All moving parts shall move freely and not bind, creep, or stick. The images viewed through the dayscope shall be in focus and adjustable to parallax free at all magnifications levels, excluding Configuration 1. The dayscope tube shall be 6061 T6 alloy or equivalent.

3.25 Climatic Design. Dayscopes shall correctly function at temperature ranges from -40 to +65 degrees Celsius and when exposed to rapid change of temperature in these ranges. The Dayscope shall correctly function when exposed to rapid changes in humidity from 0-100%, when exposed to a 5% salt spray solution for 48 hours followed by 48 hours dry time, as well as when exposed to blowing sand and dust as encountered in current military operational environments.

3.26 Optics. All optical elements and lock rings shall be bedded with epoxy and bonded with elastomeric adhesive system glass to metal to ensure stability and durability.

3.27 Weapons Shock. All Dayscopes shall exhibit neither damage nor degradation of performance and have no shift in Zero when subjected to recoil shock from the weapons listed herein: Mk12, Mk16 (SCAR-L), Mk11, Mk17 (SCAR-H), Mk13, Mk15, and M107.

3.28 Markings. All dayscopes shall be engraved with visually distinct markings to include the serial and model number. The serial number shall be sequential, unique, and easily visible when mounted to the weapon (T). The Sight shall include a serial number and warranty expiration date in accordance with MIL-STD-130N (O). Labels shall incorporate a Unique Identification (UID) code (O). The UID shall contain both the 2D barcode and human readable serial number together (O). UID construct # 2 shall be required (O).

#### 4.0 NOTES.

4.1 Technical Interpretations and Key Definitions. The following technical interpretations and key definitions are, when referenced in section 3, mandatory for this specification.

4.1.1 Damage. Damage is defined as:

- a) Electrical failure or malfunctioning intermittent or continuous including flickering or blinking.
- b) Cracks, breakage, deformation, corrosion, or deterioration of any part or finish, and missing or loose components.
- c) Degradation of image quality.

4.1.2 Degradation of Performance. Degradation of performance is defined as the diminishment of any performance parameter to a level below the specified acceptable limit, including but not limited to reliability, maintainability, safety, accuracy, and static performance characteristics such as seals, optical coatings, and the condition of materials (brittleness of plastics, weakened seals, or deformed plastics).

4.1.3 Milliradian. A unit of angular measurement equal to one thousandth of a radian. A milliradian (Mil) is equal to 3.4377 minutes of angle (MOA) or 0.057296 degrees.



## Section 2.0 - Accounting Information

## CLAUSES INCORPORATED BY FULL TEXT

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement. See Addendum 1.

## ADDENDUM 1 - 52.212-4 TAILORING

The following information is hereby added to the clause:

## SPECIAL PAYMENT INSTRUCTIONS

-Payment is not to be pro-rated.

## SPECIAL INVOICE/BILLING INSTRUCTIONS

-The appropriate contract ACRN associated with each CLIN/SubCLIN shall be referenced inserted into the WAWF document.

**INVOICE INSTRUCTIONS****INVOICE INSTRUCTIONS (NAVSEA) (JUN 2007)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the NavalSurface Warfare Center (NSWC) Crane will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.cb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.cb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

## Type of Document

- ☒ Invoice and Receiving Report Combo (FFP Supply)
- ☐ Invoice as 2-in-1 (FFP Service Only)
- ☐ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

## DODAAC Codes and Inspection and Acceptance Locations

PAY DODAAC:	N00164
WAWF Invoice Type	Combo
Inspection/Acceptance Point	<b>Inspection: Destination</b> <b>Acceptance: Destination</b>
Issue By DODAAC	N00164
Admin DODAAC:	N00164
InspectBy DODAAC (if applicable)	TBD
Ship To DODAAC	N00164
Acceptor DODAAC:	TBD
LPO DODAAC:	N/A

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
<b>TBD</b>
Phone: TBD

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

## Additional WAWF Information:

Check if applicable:

☐ On the Miscellaneous Tab in WAWF attach the cost breakdown (SF 1035) for the cost voucher amount being submitted IAW the invoicing instructions.

☐ A Certificate of Conformance is required per the terms of the contract. Please mark the CofC block on the Combo or Receiving Report and attach the CofC on the Miscellaneous Tab.

For questions, please send an email to the WAWF Functional Mailbox: Cran\_Acquisitn\_WAWF@navy.mil.

Contractors shall include, as a minimum, the following information on each receiving report and invoice. The following requirements are taken from FAR 52.212-4(g) clause located elsewhere herein. Failure to invoice properly may result in significant payment delays.

1. Name and address of the contractor.
2. Contract/purchase order number or other authorization for supplies delivered or services performed (including order number and contract line item number (CLIN/SLIN)). If the CLIN and/or SLIN is not listed on the invoice it will be rejected.

4. The appropriate contract ACRN listed within the line item and accounting data of the purchase order/contract shall be included on the invoice. If the appropriate ACRN is not included the invoice will be rejected.
3. Description, quantity, unit of measure, unit price, extended price of supplies delivered or services performed and invoice total.
4. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payments discount terms). Bill of Lading number and weight of shipment will be shown for shipments on government bill of lading.
5. Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
6. Any other information or documentation required by other requirements of the contract (such as Evidence of Shipment, Certificate of Conformance, etc.).

**For invoices that CANNOT be submitted via WAWF because the DFAS office is not WAWF enabled or if the vendor is a foreign vendor and does not have a U.S. Bank account then invoices shall be submitted in hard copy in accordance with the submission of invoice clause herein to the following address (if different than Page 1):**

VENDOR PAY  
CODE 057M BLDG 64  
NSWC CRANE  
300 HIGHWAY 361  
CRANE IN 47522-5001

Or e-mail the invoice to the following address:  
CRAN\_VendorPay@navy.mil  
The subject line of the e-mail must read as follows:  
Company Name/Contract Number/Order Number

NSWC Crane point of contact for WAWF questions may be reached at 812-854-8312 or e-mail  
[Cran\\_Acquisitn\\_WAWF@navy.mil](mailto:Cran_Acquisitn_WAWF@navy.mil)

**To determine whether a DFAS is WAWF enabled the following website may be reviewed:**  
<https://wawf.eb.mil>

#### **PAYMENT STATUS INQUIRIES**

Status of invoice payments can be obtained from the following web site:

<http://www.dod.mil/dfas/contractorpay/myinvoice.html>

The status of invoice payments can be obtained through the **MOCAS myInvoice (formerly New VPIS)** site listed on the above web site.

It is recommended that the vendor download the “myInvoice Report/Query Instructions”, “Registration Instructions”, and “myInvoice Status Code Document”. You must then register before payment inquiries can be made.

Vendors will register on-line and will be granted access to the myInvoice system if their registration information matches their company information in the CCR, limiting vendors to a view of their own data as defined by their CAGE/DUNS/TIN combinations.

You may also contact one of the DFAS Paying Office Vendor Pay Customer Service Phone Numbers listed below:

DFAS Columbus 1-800-756-4571  
(North, South, & West Entitlements)

DFAS Charleston	1-800-756-4571
(now being paid by DFAS Cleveland)	
DFAS Cleveland	1-800-756-4571
DFAS Dayton	1-800-756-4571
DFAS Denver	1-888-898-0887
DFAS Indianapolis	1-888-332-7366
DFAS Lawton (Seaside)	1-888-445-5154
DFAS Lexington	1-859-293-4344
DFAS Limestone	1-800-756-4571
DFAS Norfolk	1-800-209-1628
DFAS Oakland	1-800-731-8096
DFAS Omaha	1-800-756-4571
DFAS Orlando (Army)	1-800-950-9784
DFAS Orlando (Air Force)	1-800-756-4571
DFAS Pacific	1-888-222-6950
DFAS Pensacola	1-800-328-9371
DFAS Rock Island	1-888-332-7742
DFAS Rome	1-800-553-0527
DFAS San Antonio	1-888-478-5636
DFAS San Bernardino	1-800-756-4571
DFAS San Diego	1-800-731-8096
DFAS St. Louis	1-877-782-5680

To determine which system to use see the following blocks of your contract document for payment offices designation:

<u>DOCUMENT</u>	<u>BLOCK</u>
SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	18A

#### PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed to:

For the sole purpose of computing an interest penalty that might be due to the contractor, government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

The due date for payment is defined in FAR 52.232-25, Prompt Payment, (Oct 2003), paragraph (a)(1) as follows:

#### *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause (FAR 52.232-25), the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause (FAR 52.232-25).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract



settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

**BUSINESS HOURS**

Crane division, naval surface warfare center, Crane, Indiana allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 am and 5:30 pm (local time). Many of our employees work 6:30AM to 3:00PM (local time) as a regular practice. The core time, when all employees are scheduled to work, is 9:00 am to 3:00 pm (local time).

NSWC Crane operates in the Eastern Time Zone beginning 4 November 2007.

**TAX EXEMPTION**

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts Crane Division, Naval Surface Warfare Center, Crane, Indiana, as a government activity from any payment of sales and use tax. Exemption Number 0018103400015 assigned.

**VENDOR SURVEY**

The mission at NAVSEA crane is to provide quality and responsive acquisition services for this command. In an effort to continue to improve our services, NAVSEA, Crane is conducting a survey of our vendors. This survey may be found on the internet at the following address:

<http://www.crane.navy.mil/supply/vendorsurvey.htm>.

Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

## Section 3.0 - Clauses By Reference

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7003	Item Identification and Valuation	AUG 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## Section 4.0 - Clauses &amp; Other Full Text Information

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
  - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553

of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement. See Addendum 2.

#### ADDENDUM 2 – 52.212-4 Tailoring

The following information is hereby added to the clause:

(o) *warranty* -- append the following to paragraph (o)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \\_\\_ months. (Offeror is to insert number.)

(u) *Past performance*. The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:

- Quality
- Customer Satisfaction
- Facilities
- Subcontracting

(v) *Data Right*. The Government shall have Government Purpose data rights to all data generated in accordance with DFARS 252.227-7015.

(w) *Ordering*. The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522. Delivery orders will be placed against this contract, by the Government, using the SF 1449.

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).



X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

   (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

   (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

   (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

   (7) [Reserved].

   (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

   (ii) Alternate I (OCT 1995) of 52.219-6.

   (iii) Alternate II (MAR 2004) of 52.219-6.

   (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

   (ii) Alternate I (OCT 1995) of 52.219-7.

   (iii) Alternate II (MAR 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

X (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

   (ii) Alternate I (OCT 2001) of 52.219-9

X (iii) Alternate II (OCT 2001) of 52.219-9.

   (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

X (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

   (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

X (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

\_\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

X (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

X (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

X (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989).

X (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

- X (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- \_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- X (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- \_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- \_\_\_ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

X (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **effective date of contract** through **1825 days**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$250**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **a quantity of 11,000**;

(2) Any order for a combination of items in excess of **a quantity of 11,000**; or

(3) A series of orders from the same ordering office within **30 days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in

the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **final delivery of the last item under the last open delivery order**.  
(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## Section 5.0 - Instructions &amp; Provisions

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; ~~X~~ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and



(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts

(see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

NOTE: The provision at 52.212-1 has been tailored (See Addendum 3).

#### ADDENDUM 3 52.212-1 TAILORING

The offeror shall complete the STANDARD COMMERCIAL WARRANTY text in accordance with Addendum 2 - 52.212-4, herein. A copy of the offeror's warranty shall be submitted with the initial offer.

#### WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the [NSWC Crane Division WWW Page \(http://www.crane.navy.mil/acquisition/synopcom.htm\)](http://www.crane.navy.mil/acquisition/synopcom.htm) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of

the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

Offerors are **NOT** authorized to submit proposals via FACSIMILE or electronic mail.

**Paragraph (b)(4) is hereby replaced with the following:**

a) General

Full, accurate and complete information shall be set forth in the submissions to facilitate a thorough and timely evaluation by the Government. Submissions are expected to be short and concise.

This will be an acquisition effort utilizing a best value approach. The Offeror(s) proposals will be evaluated to ensure that their product complies with the criteria listed in the solicitation. This acquisition will allow for single award for dayscopes, non-warranty repairs, provisional items order (PIO) spares, and data.

b) Structure

- A. The submission shall be typewritten, or otherwise duplicated in ink, on 8 ½" x 11" paper. Pages are to be 1" top, bottom and side margins, type size shall be no smaller than 10 pica. The following information shall be included in the title page:
  - i. Purchase Description
  - ii. Name of Offeror
  - iii. Date of submission
- B. Technical proposal and the price proposal shall be submitted in two volumes. The Offeror shall submit THREE (3) copies of technical proposal, TWO (2) copies of the past performance information, and TWO (2) copies of the price proposal to the contracting officer. The technical proposal shall not contain any cost/pricing information. (Contractor Performance Data Sheet (attached hereto) shall be used to provide past performance information.) Past Performance shall be separate from subcontracting plans which are required to be submitted by large business pursuant to FAR 52.219-9.

**Product Samples are to be submitted to the POC on page 1 BLOCK 9 at the same time technical proposal are required (see paragraph (d) for additional information on product samples submission). One unit of each type/component of Dayscope is required as product samples. The product samples will be the unit evaluated for compliance with the product sample evaluation.**

The product sample(s) and written proposal submitted will be evaluated by the Government to ensure that all criteria are met.

Submit ONE (1) complete signed solicitation package, with all representations and certifications executed, and with cost/prices in Section B. Every page of the proposal shall include the page number and the Offeror's name, and solicitation number.

- C. The submission shall contain the following, which shall not exceed thirty (30) pages double sided (60 pages of text).
  - i. Table of Contents **(One (1) page Maximum double sided or two (2) pages of text).**
  - ii. Executive Summary of Proposal **(Three (3) pages Maximum double sided or six (6) pages of text).**
  - iii. Discussion of Technical **(Twenty (20) pages Maximum double sided or forty (40) pages of text)** and past performance **(Six (6) pages Maximum double sided or twelve (12) pages of text).**
  - iv. Product Samples. **One product sample for each unit (CLIN's 0001 through 0006)** is to be submitted to NSWC Crane by the closing date of this solicitation. Address to submit the product samples is: NAVSURFWARREN DIV CRANE, Building 3291, Code CXMMZC ATTN: Jonathan Dickinson, 300 Highway 361 Crane, IN 47522-5001. Offerors are to advise the Government in writing of the address to return the product samples after completion of

testing. These product samples will be tested/evaluated to determine compliance with the applicable performance specification.

Price will not be counted toward page limitation. The discussion is to follow the format of these instructions.

Exceptions. Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Cost Proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception and the reason for the exception.

c) Technical Proposal

Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the Government. Each technical proposal shall be specific, detailed, and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for modification of the proposed COTS item, if required. Statements that paraphrase the specifications or attest that “standard procedures will be employed” are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

The Offeror shall provide detailed answers to demonstrate that their proposed units meet the requirements of the Performance Specification(s) and SOW. The Offeror shall include as part of the item description the manufacturer (if applicable) and model, feature, and product number of each component. The description of each component and feature shall include a parenthetical reference to the applicable Statement of Work (SOW) and/or Performance Specification (PS) paragraph(s).

Each response shall restate the requirement and shall include references to commercially available technical literature to substantiate the reply or include sufficient technical detail for each corresponding paragraph/subparagraph to substantiate the reply. All references to technical literature must specifically identify the applicable document number, page, and paragraph number. If commercially available technical literature is provided it will not be counted as part of the 20 page Technical /Past performance submission, i.e., commercial warranty is to be marked as an attachment and is not counted as part of the 20 page Technical/Past Performance submission. If the technical reference cited includes the required technical description, such detail need not to be restated. The appropriate referenced literature shall be delivered along with the proposal. If no commercially available technical literature exists which demonstrates total compliance with a requirement, the Offeror shall so indicate and provide substantiating technical information in some other form, e.g., test results or a letter from the hardware or software manufacturer. Responses such as “Understood and will comply,” “standard procedures will be employed,” or “well known techniques will be used” are insufficient and unacceptable. The Offeror is to provide specific information for each of their proposed dayscopes.

*Each response shall describe the dayscope characteristics and performance with respect to the applicable Performance Specification. If your product does not meet the minimum requirements of the Performance Specification(s) and SOW you must describe the modifications you intend to make to the product in order for the product to comply.*

FACTOR I – Capability

SUBFACTORS

A. Product Sample Evaluation

Offerors shall ensure that product sample(s) submitted are working units and are representative of the unit(s) being proposed by the offeror to satisfy the requirements in the solicitation. If an offeror submits a

defective product sample or the product sample malfunctions during testing, it will not be returned to the offeror for rework or replacement.

Offer(s) shall submit ONE (1) product sample for each Dayscope proposed.

Resubmission of product sample(s) will not be allowed during the Product Sample Evaluation and Final Proposal Revision phase.

Standard 1:

Product Samples may be tested for specific performance criteria as defined by the Performance Specification.

**B. Written Performance Specification and SOW Compliance**

Standard 1:

Describe system characteristics and performance with respect to the thresholds and objectives specified in the Performance Specification and Statement of Work. If your system does not meet the minimum requirements of the Performance Specification and the Statement of Work, describe the exceptions. Any proposal which does not meet the requirements should indicate how the offeror is going to comply with the requirement. Produce a matrix that describes the offeror's compliance with the performance specification and statement of work.

Standard 2:

Describe the proposed quality management approach explaining how it will be applied to reduce program risk. Offerors shall provide a copy of their QA Plan as an attachment. (The QA Plan will not be counted towards the page count.)

Standard 3:

Provide your Configuration Management Plan that addresses how you will perform configuration management for the system. The offeror's plan to identify, document, maintain and validate Product Baseline for the product and plan to identify and document functional baseline shall be addressed. Provide a copy of your Engineering Change Procedures/documented process. Describe how you track and identify each configuration item. (The Configuration Management Plan will not be counted towards the page count.)

Standard 4:

Describe in detail the non-warranty repairable items associated with each product describing a minor repair, intermediate repair, and major repair.

Standard 5:

Describe in detail your repair authorization process and how you will handle Government Furnished Property (GFP). List your repair turnaround time for repairs and upgrades and discuss your failure analysis process.

Standard 6:

Describe your production and repair warranties and how they relate to expected system reliability.

Standard 7:

Describe your failure analysis process, data collection, reporting and corrective action system and how it is used for field failure reporting and to correct failures from re-occurring.

Standard 8:

Offerors shall provide a Recommended Operational ("O") Spare Parts Listing, which will be required for a 12-month sustainment period.

C. Delivery/Production Schedule

Standard 1:

Offerors shall address time required from receipt of order to first delivery and the maximum number of dayscopes that can be delivered in one month.

D. Warranty

Standard 1:

Provide a copy of your warranty.

**End of Paragraph (b) (4)**

**Paragraph b. (10) Also see CNIN-K-0001 in Section 5.0.**

**Add to Paragraph (b)(10) "Past Performance" as follows:**

**FACTOR II – Past Performance**

During the source selection process, the Government will assess the Offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of its most recent contracts (maximum of 3) for each of the same or similar items, which performance has taken place in the last three years (include the names, addresses, contract numbers, email address, and phone (voice and fax) numbers for two (2) points of contact for each reference). It is preferred that these contacts be with U.S. Government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Contracting Officer will evaluate the offeror's past performance; based upon the information furnished by the offeror, or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not identified in the offer. The Contracting Officer may, however, utilize all available information, including information not provided by the Offeror, in the past performance evaluation.

If the offeror does not have past performance for these same or similar units, submit for evaluation evidence of relevant past performance on the part of the offeror's key/principle employees, as either a prime- or sub-contractor.

**SUBFACTORS**

A. Quality

Standard 1:

Describe your ability to meet the specification requirements for same or similar systems provided under other contracts.

Standard 2:

Have you requested relief from system specification requirements on any of your same or similar to the proposed systems? If yes, please describe the areas and the ultimate impact on system performance, cost and schedule for each request.

Standard 3:

Describe how your in process and acceptance testing address the consistency of overall system performance throughout the production cycle.

B. Customer Satisfaction

## Standard 1:

Describe solutions to corporate/customer differences and/or contract problems/disputes for the past three years.

C. Facilities

## Standard 1:

In relation to past performance, describe your facilities, address how you separate commercial and Government materials, and describe the capacity to handle the contract workload.

## D. Subcontracting

## Standard 1:

Describe your approach for selecting subcontractors and vendors and your management approach for keeping available a pool of eligible subcontractors to fulfill the subcontracting opportunities.

## Standard 2:

Describe how you monitor and control subcontractors and vendors.

**Paragraph c. Modify 30 Calendar days to 90 calendar days.**

**Paragraph (d) "Product Samples" is replaced with the following:**

(d) Product Samples. One product sample for each unit (CLIN's 0001 through 0006) is to be submitted to NSWC Crane by the closing date and time of this solicitation. Address to submit the product samples is: NAVSURFWARCEN DIV CRANE, Building 3291, Code CXMMZC ATTN: Jonathan Dickinson, 300 Highway 361 Crane, IN 47522-5001. Offerors are to advise the Government in writing of the address to return the product samples after completion of testing. These product samples will be tested/evaluated to determine compliance with the applicable performance specification.

**End of Paragraph (d)**

**Paragraph e. "Multiple offers" is hereby deleted.**

**Paragraph h. "Multiple awards" is hereby deleted.**

**Paragraph (I) as follows:**

The Department of Defense Index of Specifications and Standards (DoDISS) has made available to DoD and non-DoD customers all current standards and specifications, including all Data Item Descriptions (DIDs). Complete indexes are also available, complete subscription, ordering, and pricing information is available from the Defense Printing Service Web Page at <http://www.dtic.mil/dps-phila/>. Offeror's may provide data in a digital format and/or using electronic online access.

END OF ADDENDUM FAR 52.212-1

#### CNIN-K-0001 CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.



**CONTRACTOR PERFORMANCE DATA SHEET**

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a minimum of one and a maximum of three contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

RFP #:

Address:

POC: (Person who can verify data)

Telephone:

FAX:

Division:

Email:

**CONTRACT INFORMATION**

Contract Number:

Date Completed:

Contract Type: Fixed Price

Cost Reimbursement Other (Specify)

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Customer POC: (Person who can verify data)

Address:

Telephone:

FAX:

Email:

**QUALITY**

NOTE: An explanation must accompany all answers with an asterisk(\*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES\* \_\_\_\_\_ NO \_\_\_\_\_ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES\* \_\_\_\_\_ NO \_\_\_\_\_ (Explanation)

Was any warranty work completed on delivered items?

YES\* \_\_\_\_\_ NO \_\_\_\_\_ (Explanation)

Did you receive any quality awards in the past three years?

YES\* \_\_\_\_\_ NO \_\_\_\_\_ (List Awards)

**TIMELINESS**

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES \_\_\_\_\_ NO \* \_\_\_\_\_ (Explanation)

**COST FOR COST TYPE CONTRACTS:**

Was the original contract estimated cost met?

YES \_\_\_\_\_ NO\* \_\_\_\_\_ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

\_\_\_\_\_ + \_\_\_\_\_ -

**OTHER PERTINENT INFORMATION**

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

## CNIN-L-0003 SUBCONTRACT DATA REQUIRED (6410)

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein, if applicable.

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The evaluation factors and associated subfactors for the award decision are listed below. Factor I is significantly more important than Factor II, and Factor I is significantly more important than Factor III. Factor II is significantly more important than Factor III. Factor I and Factor II (factors other than price), when combined, are more important than Factor III (price). The price factor becomes more important as the degree of equality of Factors Other Than Price increases, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

Under Factor I, Subfactor A is significantly more important than Subfactor B, C, D. Subfactors B, C, and D are listed in descending order of importance. Under Factor II, Subfactors A, B, C, and D are listed in descending order of importance. Factor III, Price will not be rated, but will be considered in determining the "best value" to the Government. Past Performance information may be evaluated upon receipt prior to the closing date of the solicitation.

FACTOR I - CapabilitySUBFACTORS

- A. Product Sample Evaluation
- B. Written Performance Specification and SOW Compliance
- C. Delivery/Production Schedule
- D. Warranty

FACTOR II - Past PerformanceSUBFACTORS

- A. Quality
- B. Customer Satisfaction
- C. Facilities
- D. Subcontracting

FACTOR III – Price

The Government will award based on a best value, as to which offeror shall be awarded a contract. The Government reserves the right to award on initial offers.

(b) Options. N/A – Paragraph deleted.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Note: The provision at 52.212-2 has been tailored (See above).

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--



(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.

-----  
-----  
-----

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____ —	_____ —
_____ —	_____ —
_____ —	_____ —

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____ —
_____ —

_____
—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

---

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

( ) (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ) does ( ) does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

( ) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ) does ( ) does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ) TIN: -----.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other -----.

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

( ) Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).



(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### ATTACHMENT

Contract Data Requirements List (CDRL):

	<u>Description</u>
CDRL A001	(Acceptance Test Report)
CDRL A002	(Failure Analysis Report)
CDRL A003	(Recommended Spare Parts List)
CDRL A004	(NSN Assignment/Product Baseline)
CDRL A005	(Engineering Change Proposal)
CDRL A006	(Request for Deviation)
CDRL A007	(Notice of Revision)

